

LITTLER MENDELSON

A Professional Corporation

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Duane Reade Inc. and Duane Reade Holdings, Inc.

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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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KELVIN DAMASSIA, *et al.*, on behalf of  
themselves and all others similarly situated,

Civil Action No. 04-cv-08819 (GEL)

Plaintiffs,

-against-

DUANE READE, INC.,

Defendant.

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ENAMUL CHOWDHURY,

Civil Action No. 06-02295 (GEL)

Plaintiff,

**DECLARATION OF STEPHEN A.  
FUCHS**

-against-

DUANE READE INC. and DUANE READE  
HOLDINGS, INC.,

Defendant.

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STEPHEN A. FUCHS declares under penalties of perjury under the laws of the  
United States:

1. I am an attorney admitted to practice before this Court, and am a shareholder of Littler Mendelson, P.C., counsel for Defendants Duane Reade Inc. and Duane Reade Holdings, Inc. ("Duane Reade") in these actions.

2. Pursuant to the Final Order and Judgment Granting Plaintiffs' Motion for Final Approval of the Class Action, Approval of the FLSA Settlement, and an Award of Attorneys' Fees, Reimbursement of Expenses, and Service Awards ("the Final Order") filed on July 27, 2009, Duane Reade deposited the full settlement amount of \$3,500,000 into an interest bearing escrow account created and controlled by the Court appointed Claims Administrator, Garden City Group, Inc. ("GCG") on August 10, 2009. Attached hereto as Exhibit A is a true and correct copy of an Affidavit from Jason Zuena, a Director of Operations for GCG, attesting that funds in the full amount of \$3,500,000 have been deposited in the escrow account.


3. The settlement amount was guaranteed by an Irrevocable Standby Letter of Credit in the amount of \$3,500,000 issued by Bank of America, N.A. on January 26, 2009, Standby Letter of Credit No. 68032934. As this financial instrument is confidential, a copy is submitted herewith under seal in a separate envelope. The beneficiary of the Letter of Credit is the Clerk, United States District Court for the Southern District of New York.

4. As the full amount of the settlement has been deposited into the escrow account, the Letter of Credit is no longer necessary and may be canceled.

5. Accordingly, Defendants request that the Court enter an Order instructing the Clerk, as the beneficiary of the Letter of Credit, to issue a letter requesting that the Letter of Credit be canceled. Attached hereto as Exhibit B is a Proposed Order Directing that

Letter of Credit be Canceled, as well as a form of letter to be issued by the Clerk (annexed to the Proposed Order as Exhibit 1). A CD-Rom containing a Microsoft Word version of the proposed Clerk's letter accompanies these papers for the convenience of the Court and the Clerk of Court.

Executed this 10th day of August, 2009



STEPHEN A. FUCHS, Esq.

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